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2. One defendant in this case is Texas A&M University. TAMU is an institution of higher education pursuant to § 61.003 of the Texas Education Code. TAMU may be served with summons in this matter through its President, Michael K. Young, Office of the President, 1246 TAMU, Texas A&M University, College Station, Texas 77843-1246.

3. One defendant in this case is Easterwood Airport Management, LLC, a domestic limited liability company. It may be served with summons in this matter by and through its registered agent for service, John W. Clanton, at 2501 Earl Rudder Freeway South, College Station, Texas 77845.

4. One defendant in this case is Avis Budget Group, Inc., which has not designated a registered agent for service within the State of Texas. Service of summons upon it in this matter may be effected by serving the Texas Secretary of State at: Service of Process, Secretary of State, P.O. Box 12079, Austin, Texas 78711-2079.

5. One defendant in this case is Avis Budget Car Rental, LLC, a foreign limited liability company. Service of summons upon it in this matter may be effected by serving its registered agent for service, CSC – Lawyers Incorporating Service, at: 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

6. One defendant in this case is Avis Rent A Car System, LLC, a foreign limited liability company. Service of summons upon it in this matter may be effected by serving its registered agent for service, Corporation Service Company d/b/a CSC – Lawyers Incorporating Service Company, at: 211 E. 7th Street, Suite 620, Austin, Texas 78701-3218.

7. One defendant in this case is Checker Leasing, Inc. d/b/a Avis Rent A Car, a foreign for-profit corporation. Service of summons upon it in this matter may be effected by

serving its registered agent for service, CT Corporation System, at: 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136.

II.

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over the claims described in this Original Complaint pursuant to 28 U.S.C. § 1331, as Ms. Jones alleges claims arising under the laws of the United States of America. Each and every defendant has purposefully availed itself of this Court's personal jurisdiction through commercial activities conducted within the State of Texas.

2. Venue is proper in this district under 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to the claim occurred in Brazos County, Texas.

III.

FACTUAL BACKGROUND

3. Prior to the incident in question, Ms. Fayeola Jones entered into a reservation contract with Avis for the rental of a vehicle from the Avis location located inside Easterwood Airport (the "Airport") located in College Station, Texas. The Airport is owned by TAMU and managed by Easterwood, LLC. Upon information as belief, TAMU maintains control of security personnel at and access to the Airport.

4. On the evening of May 6, 2016, Ms. Fayeola Jones approached the Avis rental counter at the Airport to obtain her previously-reserved vehicle. Ms. Jones, an African-American woman, was scheduled to pick up the vehicle in order to transport herself to and from important medical appointments. As an amputee and chemotherapy patient, Ms. Jones relied heavily on Avis to allow her to attend her important life-saving treatments.

5. On the day in question, Ms. Jones approached the Avis rental counter to retrieve the vehicle which she had reserved. One Avis employee immediately met Ms. Jones with derision and ridicule—especially making fun of Ms. Jones’s physical handicap (i.e. her amputation). Rather than consummate the transaction, the employee then ordered Ms. Jones to leave Avis’s and TAMU’s premises. Nevertheless, Ms. Jones, needing a vehicle for her important medical treatments, quietly and pleasantly persisted in requesting that Avis provide her the vehicle for which she had made reservations. The Avis employee called Ms. Jones a “hood rat nigger” and stated later stated that “acting like a hood rat.” Upon information and belief, both of these vile statements were directed at Ms. Jones solely because of her status as an African-American woman. Despite Ms. Jones’s continued best efforts at obtaining the rental car for which she had contracted, the Avis employee refused to allow Ms. Jones to take possession of the reserved vehicle. In fact, he went on to take active measures to remove Ms. Jones from the Airport premises.

6. More specifically, the Avis employee sought out a security guard at the Airport to escort Ms. Jones from the Airport premises. Upon information and belief, the security was under the control of TAMU by and through Easterwood, LLC insofar as the security guard specifically reported to the TAMU System. Upon being summoned to the Avis counter by the Avis employee, the security guard, acting under color of state law by way of authority from TAMU (a “State Agency” of the State of Texas), took active measures to detain Ms. Jones without her consent. Subsequent to this unauthorized, non-consensual detainment, the security guard removed Ms. Jones from the Airport premises.

7. As a direct result of the outrageous, derogatory, and racist actions of Avis; Easterwood, LLC; and TAMU, Ms. Jones was deprived of an actual contract interest because of

the Defendants' discrimination against her on the basis of her status as a racial minority. Furthermore, the Jim Crow-era attitude on display by Defendants employee toward Ms. Jones humiliated and degraded her. Because of the ridicule from Defendants' endured by Ms. Jones, she has been forced to re-experience the pain she suffered because of the over 50 surgeries she has undergone. Ms. Jones has lost and continues to lose sleep because of this shameful incident.

IV. CAUSES OF ACTION

Count I – False Imprisonment

Texas A&M University

8. Plaintiff re-alleges the preceding paragraphs and assert that TAMU willfully intended to detain Ms. Jones and in fact caused her detention insofar as she was restrained by TAMU from free movement within the Airport. Furthermore, Ms. Jones did not consent to the detention and actively attempted to resist the restraints on free movement imposed by TAMU. Finally, TAMU has no legal authority to detain Ms. Jones or otherwise deprive her of her freedom of movement within the Airport.

9. In light of such facts, TAMU falsely imprisoned Ms. Jones, and Ms. Jones demands trial by jury for this cause of action.

Easterwood Airport Management, LLC

10. Plaintiff re-alleges the preceding paragraphs and asserts that Easterwood, LLC willfully intended to detain Ms. Jones and in fact cause her detention insofar as she was restrained by Easterwood, LLC from free movement within the Airport. Furthermore, Ms. Jones did not consent to the detention and actively attempted to resist the restraints on free movement imposed by Easterwood, LLC. Finally, Easterwood, LLC had no legal authority to detain Ms. Jones or otherwise deprive her of her freedom of movement within the Airport.

11. In light of such facts, Easterwood, LLC falsely imprisoned Ms. Jones, and Ms. Jones demands trial by jury for this cause of action.

Avis

12. Plaintiff re-alleges the preceding paragraphs and asserts that Avis clearly directed the security guard in question carry out the willful detention of Ms. Jones. As a result, Ms. Jones was in fact detained without her consent. Furthermore, there was no legal authority to restrict her freedom of movement within the Airport.

13. In light of such facts, Avis is liable for falsely imprisoning Ms. Jones, and Ms. Jones demands trial by jury for this cause of action.

Count II – Claims under 42 U.S.C. § 1981

Texas A&M University

14. Ms. Jones re-alleges each of the preceding paragraphs as fully set forth herein.

15. Ms. Jones is a member of a racial minority. Ms. Jones engaged in an actual attempt to contract with Avis.

16. Upon information, belief, and fact, TAMU had intent to discriminate against Ms. Jones on the basis of her status as a racial minority.

17. The aforementioned discrimination by TAMU concerned Ms. Jones's loss of an actual contract interest insofar as Ms. Jones's attempt to contract with Avis was thwarted and actually prevented by TAMU.

18. For this cause of action, Ms. Jones hereby demands a trial by jury.

Easterwood Airport Management, LLC

19. Ms. Jones re-alleges each of the preceding paragraphs as fully set forth herein.

20. Ms. Jones is a member of a racial minority. Ms. Jones engaged in an actual attempt to contract with Avis.

21. Upon information, belief, and fact, Easterwood, LLC had intent to discriminate against Ms. Jones on the basis of her status as a racial minority.

22. The aforementioned discrimination by Easterwood, LLC concerned Ms. Jones's loss of an actual contract interest insofar as Ms. Jones's attempt to contract with Avis was thwarted and actually prevented by Easterwood, LLC.

23. For this cause of action, Ms. Jones hereby demands a trial by jury.

Avis

24. Ms. Jones re-alleges each of the preceding paragraphs as fully set forth herein.

25. Ms. Jones is a member of a racial minority. Ms. Jones engaged in an actual attempt to contract with Avis.

26. Upon information, belief, and fact, Avis had intent to discriminate against Ms. Jones on the basis of her status as a racial minority.

27. The aforementioned discrimination by Avis concerned Ms. Jones's loss of an actual contract interest insofar as Ms. Jones's attempt to contract with Avis was thwarted and actually prevented by Avis.

28. For this cause of action, Ms. Jones hereby demands a trial by jury.

Count III – Claims Under 42 U.S.C. § 1983

Texas A&M University

29. Ms. Jones re-alleges each of the preceding paragraphs as fully set forth herein.

30. TAMU is a political subdivision of the State of Texas and is therefore a person for the purposes of 42 U.S.C. § 1983.

31. TAMU deprived Ms. Jones of the rights afforded to her under the United States Constitution as proscribed by 42 U.S.C. § 1983. TAMU deprived Ms. Jones of her right to due process and equal protection of the law under the Fourth and Fourteenth Amendments to the United States Constitution insofar as the customs and policies of TAMU directly led to the unconstitutional deprivations complained of herein.

32. For this cause of action, Ms. Jones hereby demands a trial by jury.

Easterwood Airport Management, LLC

33. Ms. Jones re-alleges each of the preceding paragraphs as fully set forth herein.

34. Easterwood, LLC acted pursuant to its authority under color of state law when it committed the above acts. Easterwood, LLC's actions constitute an abuse of power which deprived Ms. Jones of her right to due process and equal protection of the law under the Fourth and Fourteenth Amendments to the United States Constitution.

35. For this cause of action, Ms. Jones hereby demands a trial by jury.

Avis

36. Ms. Jones re-alleges each of the preceding paragraphs as fully set forth herein.

37. Avis acted pursuant to its authority under color of state law when it committed the above acts. Avis's actions constitute an abuse of power which deprived Ms. Jones of her right to due process and equal protection of the law under the Fourth and Fourteenth Amendments to the United States Constitution.

38. For this cause of action, Ms. Jones hereby demands a trial by jury.

V.
DAMAGES

39. Ms. Jones re-alleges each of the foregoing paragraphs as fully set forth herein.

40. As a direct and proximate result of the racist and harmful conduct of each of the Defendants, Ms. Jones has suffered damages including, but not limited to, actual damages, consequential damages, economic damages, mental anguish, and emotional distress. Ms. Jones demands a trial by jury to determine the extent of her damages.

VI.
ATTORNEY'S FEES

41. Ms. Jones is entitled to an award of attorney fees and costs under 42 U.S.C. § 1988(b) and hereby demands a trial by jury to determine the extent of an award regarding same.

VII.
PRAYER FOR RELIEF

WHEREFORE PREMISES CONSIDERED, Ms. Jones prays that each of the Defendants appear herein and, after a lawful trial before a jury, that she be awarded damages in such sums as the jury deems fair and just:

- (a) Actual, consequential, and economic damages;
- (b) Attorney's fees;
- (c) Costs of court;
- (d) Punitive damages as allowed by law;
- (e) Pre- and Post-judgment interest in the maximum amounts allowed by law; and
- (f) Any further relief, at law or in equity, general or special, to which Ms. Jones may be justly entitled.

Respectfully submitted,

WEST, WEBB, ALLBRITTON & GENTRY, P.C.

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